

08 CIV 3615

## JUDGE BATT

BLANK ROME, LLP  
 Attorneys for Plaintiffs  
 BRIDGE OIL LTD. and BRIDGE OIL (UK) LTD.  
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 LeRoy Lambert (LL-3519)  
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UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

BRIDGE OIL LTD. and BRIDGE OIL (UK)  
 LTD.

Plaintiff,

-against-

HAWKNET LIMITED,

Defendant.



Plaintiffs, BRIDGE OIL LTD. and BRIDGE OIL (UK) LTD. ("Plaintiff"), by their attorneys Blank Rome, LLP, complaining of the above-named Defendant, HAWKNET LIMITED, ("Defendant"), allege upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has admiralty jurisdiction under 28 U.S.C. §1333.

2. At all material times, plaintiff BRIDGE OIL LTD. was and now is a foreign company organized under the laws of the Cayman Islands with an office at West Wind Building, P.O. Box 111, Grand Cayman, Cayman Islands, B.W.I.

3. At all material times, plaintiff Bridge Oil (UK) Ltd. was and now is a foreign company organized under the laws of the United Kingdom with an office at 36 Broadway, 3<sup>rd</sup> Floor, London, England.

4. At all material times, Defendant was and is a foreign corporation or other business entity with its offices at Tuition House, 27-37 St. Georges Road, Wimbledon, London, England and with no place of business in the United States.

5. Plaintiffs are in the business of supplying bunkers to ocean-going vessels. Pursuant to maritime contracts entered between Plaintiffs and Defendant, Plaintiffs agreed to supply and Defendant agreed to purchase bunkers for several ocean-going cargo vessels which Defendant had, on information and belief, chartered from third parties.

6. Specifically, Plaintiffs contracted with Defendant among others for the supply of bunkers to the following vessels:

- a. M/V PROTON: Invoice no. 14035 dated 1/29/08 (bunkers delivered 1/14/08) for US\$446,621.29;
- b. M/V PROFESSOR BARABANOV: Invoice no. 14107 dated 1/31/08 (bunkers delivered 1/14/08) for US\$ 90,584.06;
- c. M/V KADMOS: Invoice no. 14546 dated 2/26/08 (bunkers delivered 2/7/08) for US\$247,470.63;
- d. M/V WORADA NAREE: Invoice no. 14873 dated 3/14/08 (bunkers delivered 2/11/08) for US\$ 134,806.13; and
- e. M/V TOLMI: Invoice no. 14941 dated 3/18/08 (bunkers delivered 3/11/08) for US\$71,373.84.

7. To date, although all sums referenced in the preceding paragraph are presently due and owing, Defendant has made only partial payments of US\$323,310.64 in respect of invoice no. 14035 and US\$45,292.03 in respect of invoice no. 14107, and no payments in respect

of the other referenced invoices, leaving a total outstanding balance due of US\$622,253.28, no part of which has been paid although presently due and although duly demanded.

8. Pursuant to the outstanding invoices, payment is due within 30 days from delivery, with interest to accrue at 1.5% per month or pro rata for any late payment.

9. The contracts provide, at Plaintiffs' option, for the resolution of disputes in the high court in England subject to English law. Plaintiffs reserve their right to litigate the merits of their claims in England.

10. Courts in England routinely award interest and legal fees to a successful party. Plaintiffs estimate recoverable pre-judgment interest at the annualized contract rate of 18%, for a period of one year, will be at least US\$110,000, and recoverable attorneys' fees will be at least US\$60,000.

11. Accordingly, the total amount of Plaintiffs' claims for which Plaintiffs request issuance of Process of Maritime Attachment and Garnishment is US\$792,253.28.

12. Defendant cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but Defendant is believed to have or will have during the pendency of this action, assets within this district consisting of cash, funds, freight and/or hire credits in the hands of garnissees in this District, including but not limited to electronic fund transfers.

**WHEREFORE**, Plaintiffs pray:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint;

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Admiralty or Maritime Claims, this Court issue an Order directing

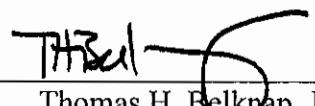
the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Admiralty or Maritime Claims, attaching all of Defendant's tangible or intangible property or any other funds held by any garnishee in the district which are due and owing or otherwise the property of the Defendant up to the amount of US\$792,253.28 to secure the Plaintiffs' claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That this Court enter judgment for Plaintiffs' damages plus interest and costs, or retain jurisdiction over this matter through the entry of a judgment on an arbitration award.

D. That Plaintiffs may have such other, further and different relief as may be just and proper.

Dated: New York, NY  
April 15, 2008

Respectfully submitted,  
BLANK ROME, LLP  
Attorneys for Plaintiffs  
BRIDGE OIL LTD. and BRIDGE OIL (UK) LTD.

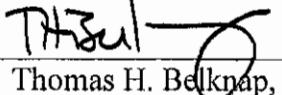
By   
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VERIFICATION

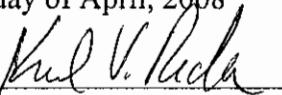
STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

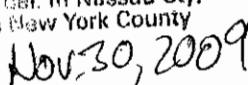
Thomas H. Belknap, Jr., being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome LLP, attorneys for the Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiff.

  
Thomas H. Belknap, Jr.

Sworn to before me this  
15<sup>th</sup> day of April, 2008

  
Notary Public

KARL V. REDA  
Notary Public, State of New York  
No. 30-4783126, Cred. in Nassau Cty.  
Certificate Filed in New York County  
Commission Expires 

BLANK ROME, LLP  
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UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

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Plaintiff,  
 -against-  
 HAWKNET LIMITED,  
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08 Civ.

**AFFIDAVIT PURSUANT TO  
 SUPPLEMENTAL RULE B**

STATE OF NEW YORK )  
 ) ss:  
 COUNTY OF NEW YORK )

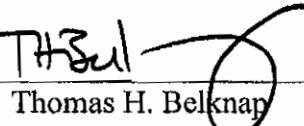
Thomas H. Belknap, being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the Verified Complaint and submit this affidavit in support of Plaintiff's request for the issuance of Process of Maritime Attachment and Garnishment of the property of Defendant HAWKNET LIMITED ("Defendant"), a foreign corporation, pursuant to Supplemental Rule B For Certain Admiralty and Maritime Claims of the Federal Rules of the Federal Rules of Civil Procedure.

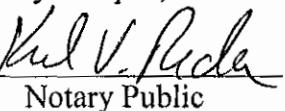
2. Defendant is a party to the maritime contract of charter party on which this claim is based, and is a foreign corporation or other business entity organized and existing under the laws of United Kingdom or another foreign jurisdiction.

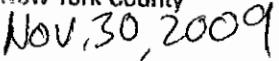
3. Under my supervision, my office conducted a search of the New York State Secretary of State, Division of Corporations, the Transportation Tickler, telephone assistance, and a general internet search.

4. In our search, we did not find any listing or reference to Defendant in this judicial district or the state of New York. In the circumstances, I believe Defendant cannot be found within this district.

  
Thomas H. Belknap

Sworn to before me this  
15<sup>th</sup> day of April, 2008

  
Karl V. Reda  
Notary Public

KARL V. REDA  
Notary Public, State of New York  
No. 30-4783126, Qual. in Nassau City,  
Certificate Filed in New York County  
Commission Expires  Nov. 30, 2009